

EXHIBIT 29

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 Case No. 22-cv-4563

4 COMMODITY FUTURES TRADING COMMISSION,

5 Plaintiff,

6 -against-

7 GEMINI TRUST COMPANY,

8
9 Defendant.

10 - - - - -x

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13 CONFIDENTIAL VIDEOTAPED DEPOSITION OF

14 SHANE MOLIDOR

15 NEW YORK, NEW YORK

16 WEDNESDAY, DECEMBER 13, 2023

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22 REPORTED BY:

23 DANIELLE GRANT

24 JOB NO.: 6305652

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DECEMBER 13, 2023

8:30 A.M.

Confidential Videotaped Deposition of
SHANE MOLIDOR, held at the offices of the
COMMODITIES FUTURES TRADING COMMISSION, 140
BROADWAY, NEW YORK, NEW YORK pursuant to Notice
before DANIELLE GRANT, a Shorthand Reporter and
Notary Public of the State of New York.

1 A P P E A R A N C E S:
2 U.S. COMMODITY FUTURES TRADING COMMISSION
3 Division of Enforcement
4 1155 21st Street NW
5 Washington, D.C. 20581
BY: ALEJANDRA DE URIOSTE, ESQ.
ANDREW ROGERS, ESQ.
DIANA WANG, ESQ.

6
7 SHEARMAN & STERLING, LLP

8 Attorneys for the Defendant

9 599 LEXINGTON AVENUE

10 New York, NEW YORK 10022

11 BY: CHRISTOPHER L. LAVIGNE, ESQ.

12 RANDY MARTIN, ESQ.

13
14 KRAMER LEVIN NAFTALIS & FRANKEL, LLP

15 Attorneys for the Witness

16 1177 Avenue of the Americas

17 New York, 10036

18 BY: DARREN LAVERNE, ESQ.

19 NATHAN SCHWARTZBERG, ESQ.

20
21 ALSO PRESENT:

22 BRENT TOMER, ESQ., CFTC

23 KATIE RASOR, ESQ., CFTC

24 DAVID OAKLAND, ESQ., CFTC

25 PHILIP GLAUBERSON, Videographer

1 MOLIDOR

2 Q I'm not asking if you have a
3 specific recollection about any particular
4 discussion with a customer about their
5 trading strategy, but did you generally have
6 conversations that included discussions
7 about trading strategy?

8 MR. LAVIGNE: Objection. Form.

9 A Not that I recall.

10 Q Did you discuss with Gemini
11 customers incentives to trade on Gemini?

12 MR. LAVIGNE: Objection. Form.

13 A I didn't have an independent
14 recollection of exact conversations. I do
15 have general recollections of conversations
16 related to incentives.

17 Q And what type of incentives would
18 you discuss?

19 MR. LAVIGNE: Objection. Form.

20 A To the best of my recollection,
21 Gemini offered roughly four types of
22 incentives on the platform. The first type
23 of incentive related to bespoke fee and
24 rebates that were offered to select
25 institutional clients.

1 MOLIDOR

2 The second type of incentive
3 related to Pearl Street Loans, receiving a
4 loan in either bitcoin or ether. The third
5 type of incentive related to advanced credits
6 often referred to as operational advances.

7 And the fourth type of incentive related to
8 payment for participation in Gemini's
9 auction.

10 Q Starting in the December 2016 time
11 period, how did you communicate with Gemini
12 customers?

13 A The methods of communication with
14 clients at Gemini varied by channel. For
15 example, some communications with Gemini
16 clients occurred over Skype. Some
17 conversations occurred over Telegram. Some
18 conversations occurred over text message.
19 Some conversations occurred over office
20 landline. Some conversations occurred over
21 personal cell phone or mobile device. And
22 some conversations occurred in person.

23 Q Were there others in sales at
24 Gemini that you worked with?

25 A Throughout my tenure at Gemini,

1 MOLIDOR

2 A I can't speak to correlations on
3 the platform today, and I cannot speak to
4 correlations on the platform that may have
5 occurred during my tenure at Gemini.

6 Q You mentioned earlier Pearl Street
7 Loans.

8 What's Pearl Street?

9 A My understanding of Pearl Street,
10 based on my general recollections during my
11 time at Gemini, was that Pearl Street was a
12 personal investment vehicle owned by Cameron
13 and Tyler Winklevoss.

14 Q And what was your role with regard
15 to Pearl Street?

16 MR. LAVIGNE: Objection.

17 A During my tenure at Gemini, my
18 recollection of my role related to Pearl
19 Street was to negotiate potential loans to
20 be received by select VIP customers, loans
21 denominated in bitcoin or ether.

22 Q Were you an employee of Pearl
23 Street?

24 A No.

25 Q Who asked you to negotiate on

1 MOLIDOR

2 behalf of Pearl Street?

3 A I don't have an independent
4 recollection of who might have asked me.

5 Q Do you have a general
6 recollection?

7 MR. LAVIGNE: Objection.

8 A My general recollection is that I
9 absorbed this responsibility after Danny
10 Kim's departure from Gemini in or around
11 December of 2016.

12 Q And after Danny Kim departed
13 Gemini, was there anyone else at Gemini that
14 you worked with in relation to Pearl Street?

15 A My general recollection is that
16 conversations regarding Pearl Street Loans
17 were had with Cameron Winklevoss, Tyler
18 Winklevoss and, at times, Benjamin Small.

19 Q And what was the nature of those
20 conversations?

21 A I don't have an independent
22 recollection of the conversations.

23 Q Did you ever receive instructions
24 from Cameron Winklevoss or Tyler Winklevoss
25 related to Pearl Street?

1 MOLIDOR

2 MR. LAVIGNE: Objection. Form.

3 A I don't have independent

4 recollection of instructions being provided.

5 Q Apart from Cameron Winklevoss,

6 Tyler Winklevoss and Benjamin Small, was

7 there anyone else from Gemini that worked on

8 Pearl Street matters?

9 MR. LAVIGNE: Objection. Form.

10 A Can you define "worked on"?

11 Q That engaged in any type of

12 business related to Pearl Street?

13 MR. LAVIGNE: Objection. Form.

14 A I have general recollection of

15 Michael Breu's awareness of Pearl Street

16 Loans.

17 Q Did Michael Breu have a role with

18 respect to Pearl Street?

19 MR. LAVIGNE: Objection.

20 A I can't speak to a role that he

21 may have had.

22 Q Did you recall having any

23 discussions with anyone Gemini -- at Gemini

24 about the purpose of Pearl Street?

25 A I don't have independent

1 MOLIDOR
2 recollections; I have recollections that
3 based on my review of documentation as part
4 of our past arbitrations.

5 Q Is that something you understood
6 at the time but just don't recall at the
7 moment?

8 MR. LAVIGNE: Objection. Form.

9 A Can you clarify your question?

10 Q During the time that you worked at
11 Gemini, did you have an understanding of the
12 purpose of Pearl Street?

13 MR. LAVIGNE: Objection. Form.

14 A I can't speak to my state of my
15 mind and what I may have understood during
16 my tenure. That was almost seven years ago.

17 Q And my question is do you have --
18 did you have an understanding at the time,
19 you just don't recall now?

20 MR. LAVIGNE: Objection. Form.

21 A I can't speak to my state of mind
22 something that occurred almost seven years
23 ago.

24 Q What type of loans did Pearl
25 Street offer?

1 MOLIDOR

2 MR. LAVIGNE: Objection. Form.

3 A My recollection is that there were
4 three loans extended to institutional
5 customers by Pearl Street. These loans were
6 denominated in bitcoin and, based on my
7 general recollection, also ether.

8 Q And just to clarify, when you say
9 "three loans," do you mean that there were
10 loans to three customers?

11 A That's correct.

12 Q And at times, would those loans
13 finish and then be renewed or extended?

14 MR. LAVIGNE: Objection. Form.

15 A My general recollection is yes.

16 Q Focusing on the loans related
17 to -- to the Pearl Street loans related to
18 bitcoin, what was the size of the loans in
19 bitcoin?

20 MR. LAVIGNE: Objection. Form.

21 A I don't recall.

22 Q What were the names of the
23 borrowers of the Pearl Street loans?

24 A Best of my recollection, there
25 were three institutional clients that, at

1 MOLIDOR
2 times, had loans outstanding with Pearl
3 Street. Those institutional clients would
4 be one, Circle Internet Financial; two, XBT
5 Ops; and, three, B2C2.

6 Q And to your knowledge, did Pearl
7 Street ever lend to anyone Gemini -- any --
8 anyone that was not a Gemini customer?

9 MR. LAVIGNE: Objection. Form.

10 A I have no insight of Pearl Street
11 operations aside from my interaction between
12 Pearl Street and the three institutional
13 clients that received the loans.

14 Q What was the purpose of the Pearl
15 Street loans?

16 MR. LAVIGNE: Objection. Form.

17 Asked and answered.

18 A I can't speak to what the general
19 purpose may have been.

20 Q You mentioned earlier that the
21 Pearl Street loans were an incentive to
22 trade on Gemini.

23 Can you explain how they were an
24 incentive?

25 MR. LAVIGNE: Objection.

1 MOLIDOR

2 Misstates testimony.

3 A My general recollection is that
4 offering Pearl Street loans as an incentive
5 may have been attractive to select
6 institutional customers given that it would
7 expand their available trading balance at a
8 global scale.

9 Q And why was expanding an available
10 trading balance an incentive?

11 MR. LAVIGNE: Objection. Form.

12 A I can't speak to why it may have
13 been an incentive to an institutional
14 customer.

15 Q And what was the reason that the
16 loan was being offered as an incentive?

17 MR. LAVIGNE: Objection. Form.

18 A I can't speak to the potential
19 reason of an institutional entity that I did
20 not control.

21 Q But you said the loans were
22 offered as an incentive.

23 How did it incentivize the Gemini
24 customer?

25 MR. LAVIGNE: Objection.

1 MOLIDOR

2 Misstates testimony.

3 A As I mentioned earlier, my general
4 recollection is that receiving a Pearl
5 Street loan would expand an institutional
6 client's global balance sheet.

7 Q And how would that benefit Gemini?

8 MR. LAVIGNE: Objection.

9 A I can't speak to how it may have
10 benefited Gemini.

11 Q Did it incentivize the borrower to
12 trade on Gemini?

13 MR. LAVIGNE: Objection. Form.

14 A I can't speak to how a borrower
15 may or may not have been incentivized by
16 receiving a Pearl Street loan.

17 Q Was it intended to incentivize
18 trading on Gemini?

19 MR. LAVIGNE: Objection. Asked
20 and answered.

21 A I have general recollections of
22 discussions around increasing trade activity
23 on Gemini with recipients of Pearl Street
24 loans.

25 Q And who were those discussions

1 MOLIDOR

2 with?

3 A I don't have independent
4 recollections of these conversations. My
5 general recollections is that these
6 conversations would have been had with the
7 three recipients of the Pearl Street loans.

8 Q Did you have any discussions with
9 people internal to Gemini about how the
10 Pearl Street loans would be an incentive?

11 MR. LAVIGNE: Objection.

12 A I don't have independent
13 recollections. My recollections are limited
14 to review of documentation as part -- part
15 of past arbitrations.

16 Q While you worked at Gemini, about
17 how much of your time was spent on Pearl
18 Street loans?

19 A To the best of my recollection, I
20 would estimate roughly 10 percent of my
21 time.

22 Q Did you understand working on
23 Pearl Street loans to be part of your Gemini
24 job responsibilities?

25 MR. LAVIGNE: Objection. Form.

1 MOLIDOR

2 A I can't speak to my general
3 understanding during my time at Gemini more
4 than seven years ago.

5 Q Did you work on Pearl Street
6 matters during a -- regular Gemini business
7 hours?

8 A General recollection, yes.

9 Q Did you work on Pearl Street
10 matters using Gemini computers and office
11 equipment?

12 A Based on my recollection, yes.

13 Q Did you communicate about Pearl
14 Street using Gemini messaging platforms?

15 MR. LAVIGNE: Objection. Form.

16 A My general recollection is yes.

17 Q Was your Pearl Street-related work
18 intended to benefit Gemini?

19 MR. LAVIGNE: Objection. Form.

20 A I can't speak to what the
21 intention of my scope of responsibilities
22 was meant to be.

23 Q Do you have an understanding of
24 why Gemini didn't lend directly to
25 customers?

1 MOLIDOR

2 MR. LAVIGNE: Objection. Form.

3 A No.

4 Q Can you describe the basic
5 economic terms of a Pearl Street bitcoin
6 loan?

7 MR. LAVIGNE: Objection. Form.

8 A I don't have an independent
9 recollection of the commercial terms. I
10 have general recollections that they would
11 include a loan of a set quantity of bitcoin
12 or ether that would need to be returned upon
13 maturity of the loan, general recollections
14 that the loans would have fixed terms with
15 the date set in the future at which the
16 bitcoin would need to be received, and that
17 the loans would carry with it an interest
18 rate that the borrower would need to pay for
19 receipt of this loan.

20 Q And what were the interest rates
21 for Pearl Street loans?

22 A I don't recall.

23 Q Did you have discussions with
24 Pearl Street borrowers about the interest
25 rates that they would get on a Pearl Street

1 MOLIDOR

2 loan?

3 A I don't have independent
4 recollections of those conversations.

5 Q Were the Pearl Street loans
6 secured?

7 MR. LAVIGNE: Objection. Form.

8 A I don't know what that means.

9 Q Was there any type of guarantee
10 that was needed for a Pearl Street loan?

11 MR. LAVIGNE: Objection. Form.

12 A I don't know.

13 Q Were the borrowers required to
14 post any collateral?

15 A I don't recall.

16 Q Were the Pearl Street loan
17 agreements in writing?

18 A My general recollection is that
19 Pearl Street loans were executed with a
20 legal contract.

21 Q Was it always the case that Pearl
22 Street loans were executed with a legal
23 contract?

24 A I can't speak to the business
25 activity of Pearl Street beyond my tenure

1 MOLIDOR

2 and involvement with them.

3 Q Based on your personal experience
4 with Pearl Street loans, were they always
5 subject to a written agreement?

6 A I don't recall.

7 Q Were there any loan terms related
8 to how the loan proceeds would be used?

9 MR. LAVIGNE: Objection.

10 A I have general recollections of
11 conversations related to -- conversations
12 with select VIP customers related to use of
13 funds.

14 Q And what do you recall about those
15 conversations?

16 MR. LAVIGNE: Objection.

17 A Again, I don't have independent
18 recollection of these conversations. My
19 general recollection is that they would
20 reference Gemini-centric terms.

21 Q You mentioned "select VIP
22 customers."

23 What is a "select VIP customer"?

24 MR. LAVIGNE: Objection. Form.

25 A I don't believe that's any sort of

1 MOLIDOR

2 vernacular that is used. That might have
3 just been something that I said.

4 Q During your time at Gemini, did
5 others at Gemini refer to the Pearl Street
6 loan recipients as "VIP customers"?

7 A I can't speak to how others may
8 have referred to customers.

9 Q Based on your understanding, did
10 you hear others refer to the Pearl Street
11 borrowers as VIP customers?

12 A I don't remember.

13 Q You mentioned "Gemini-centric
14 terms."

15 What is a Gemini-centric term?

16 A I don't have independent
17 recollections of discussing Gemini-centric
18 terms. My general recollections would be
19 they that these referred to increased trade
20 activity on the platform for recipients of
21 Pearl Street loans.

22 Q And during your time at Gemini,
23 did you have any involvement in helping
24 transfer the loan proceeds to the loan
25 recipients?

1 MOLIDOR

2 Q What did you mean by

3 Gemini-centric terms?

4 A I can't speak to what I may have
5 meant in January of 2017, almost seven years
6 ago.

7 Q Sitting here today, what do you
8 understand "Gemini-centric terms" to refer
9 to?

10 MR. LAVIGNE: Objection.

11 A My general recollection of
12 Gemini-centric terms, based on review of
13 documentation and preparation for past
14 arbitrations, is that this refers to trade
15 activity which would occur on Gemini for
16 recipients of Pearl Street loans.

17 MR. LAVIGNE: Same objection.

18 Same application.

19 Q And has your understanding of
20 Gemini-centric terms changed over the last
21 seven years?

22 MR. LAVIGNE: Objection.

23 A I can't speak to my understanding
24 more than seven years ago; therefore, I
25 can't speak to any sort of evolution or

1 MOLIDOR

2 Winklevoss, Tyler Winklevoss, and Ben Small.

3 MR. LAVIGNE: Same objection.

4 Same application.

5 Q I want to focus on this first loan
6 with XBTO in early January 2017.

7 Did you have any discussion with
8 Cameron Winklevoss and Tyler Winklevoss
9 about that loan?

10 A I don't have any independent
11 recollections of conversations.

12 Q Did you negotiate Pearl Street
13 loans without the approval of Cameron or
14 Tyler Winklevoss?

15 MR. LAVIGNE: Objection to form.

16 A I have no recollection of doing
17 so.

18 Q Did you go to Cameron and Tyler
19 Winklevoss for approval over loan terms
20 before you extended them to the loan
21 recipients?

22 MR. LAVIGNE: Objection. Form.

23 A Based on my recollection, my scope
24 of responsibilities in relation to Pearl
25 Street loans was to negotiate potential

1 MOLIDOR

2 terms for loan recipients.

3 Q And once you negotiated the terms,
4 would you go to Cameron or Tyler Winklevoss
5 for approval?

6 A My general recollection is, yes,
7 Cameron and Tyler Winklevoss would need to
8 approve any terms that were negotiated in
9 order for the Pearl Street loan to be
10 extended to a recipient.

11 Q And would that include approving
12 the interest rate being offered?

13 A My recollection is that the
14 interest rate was in consideration amongst
15 all terms that would need to be approved.

16 Q And would that include any
17 Gemini-centric terms that were included as a
18 term of a Pearl Street loan?

19 MR. LAVIGNE: Objection. Form.

20 A I don't recall independent
21 recollections. I don't have independent
22 recollections of conversations related to
23 Gemini-centric terms. My general
24 recollections is that all terms would need
25 to be approved by Cameron and Tyler

1 MOLIDOR

2 Winklevoss for a Pearl Street loan.

3 MS. DE URIOSTE: Could you mark

4 this as Exhibit CFTC 3.

5 (Whereupon, a Document,

6 Bates-stamped GEM_CFTC055833 was

7 marked as CFTC Exhibit No. 3 for

8 identification, as of this date.)

9 Q I have handed you -- or you have

10 been handed a document marked as CFTC

11 Exhibit 3. This document is Bates-numbered

12 in the bottom right-hand corner,

13 GEM_CFTC055833.

14 Can you take a moment to look it

15 over and let me know when you're ready.

16 A Okay.

17 Q Do you recognize this document?

18 A I don't have independent

19 recollection. I have recollection of

20 documents similar to this based on my

21 preparation for past arbitration.

22 Q And what is --

23 MR. LAVERNE: I just want to

24 clarify one thing. You say

25 "independent recollection." You don't

1 MOLIDOR

2 have a specific recollection, but you
3 do have a general recollection of
4 documents like this.

5 THE WITNESS: Correct.

6 MR. LAVERNE: Okay. I'm not
7 trying to interfere. I just want to
8 make sure everyone was clear what
9 you're saying.

10 Q And what is this?

11 A The document is titled: Bitcoin
12 Loan Note.

13 Q Is this an example of one of the
14 bitcoin loans that you negotiated with XBTO?

15 A Based on the date of January 5,
16 2017, yes, it appears so.

17 Q Could you turn your attention to
18 the middle of the page where there are two
19 items itemized, number one and number two.

20 Do you see that?

21 A I see it.

22 Q And Item No. 2, can you explain
23 what that means?

24 A Submit both both and sell
25 auction-only limit orders within 150 BPS,

MOLIDOR

2 parentheses, 1.5 percent of the midpoint of
3 BTC/USD continuous order book no later than
4 3:50 p.m. Eastern time. This in addition to
5 No. 1 and further consideration of the loan,
6 the borrower agrees to the below terms with
7 regards to the borrower's presence on the
8 Gemini exchange.

9 My understanding is that this is a
10 Gemini-centric term tied to the loan.

11 Q And why did the Pearl Street loan
12 agreement have a Gemini-centric term?

13 MR. LAVIGNE: Objection.

14 A I can't speak to why it may have
15 had a Gemini-centric term.

16 Q Does Item No. 2 relate to trading
17 in a Gemini auction?

18 A Based on the inclusion of
19 auction-only limit orders, it appears so.

20 Q And can you explain what this loan
21 term is requiring?

22 A It seems like there is a request
23 for the submission of both both and sell
24 auction-only limit orders within a certain
25 range relative to the midpoint price of the

1 MOLIDOR

2 discussions?

3 MR. LAVIGNE: Objection. Form.

4 A My general recollections of these
5 conversations is in or around January and
6 February of 2017, perhaps December of 2016,
7 I had communications with Cameron and Tyler
8 Winklevoss regarding high interest rates
9 being a deterrent for loan recipients and
10 that offering lower interest rates may
11 further incline institutional customers to
12 receive Pearl Street loans.

13 Q And was there a desire to further
14 incline institutional customers to receive
15 Pearl Street loans?

16 A My understanding was yes.

17 MR. LAVIGNE: Objection.

18 Q And why was that?

19 A As mentioned, Pearl Street loans
20 were an incentive offer to select
21 institutional clients on the platform in
22 order to expand their balance sheet.

23 Q Was there a time when you
24 discussed imposing conditions on Circle's
25 Pearl Street loans?

1 MOLIDOR

2 MR. LAVIGNE: Objection.

3 A General recollections of
4 conversations related to those topics.

5 Q Did you have discussions about
6 potential Pearl Street borrowers being
7 capital constrained?

8 MR. LAVIGNE: Objection.

9 A I have general recollections of
10 conversations of that nature.

11 Q What do you recall about
12 conversations about potential Pearl Street
13 borrowers being capital constrained?

14 A I have general recollections of
15 conversations related to institutional
16 clients that would communicate that a lack
17 of capital was inhibiting them from trading
18 larger amounts on the exchange, and I took
19 this to be interpreted as capital
20 constraints.

21 Q And what did Pearl Street loan do
22 in relation to a potential borrower's
23 capital constraints?

24 MR. LAVIGNE: Objection.

25 A As mentioned earlier, Pearl Street

1 MOLIDOR
2 loans were one of a number of incentives
3 that could be offered to institutional
4 clients. My understanding, the benefit of a
5 Pearl Street loan is that it would expand a
6 client's balance sheet.

7 Q And what do you mean "expand a
8 client's balance sheet"?

9 A Increase the amount of capital
10 that they could use to trade.

11 Q Did you have discussions with
12 Gemini customers about Gemini auctions
13 requiring capital to be able to participate
14 in Gemini auctions?

15 MR. LAVIGNE: Objection. Form.

16 A I don't recall specific
17 conversations related to that.

18 MS. DE URIOSTE: Can you mark this
19 16.

20 (Whereupon, a Document,
21 Bates-stamped GEM_CFTC071477 was
22 marked as CFTC Exhibit No. 16 for
23 identification, as of this date.)

24 Q I have handed you a document
25 marked as CFTC Exhibit 16. The first page

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 Case No. 22-cv-4563

4 COMMODITY FUTURES TRADING COMMISSION,

5 Plaintiff,

6 -against-

7 GEMINI TRUST COMPANY,

8
9 Defendant.

10 - - - - -x

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12

13 VOLUME II

14

CONFIDENTIAL VIDEOTAPED DEPOSITION OF

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SHANE MOLIDOR

16

NEW YORK, NEW YORK

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THURSDAY, DECEMBER 14, 2023

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22 REPORTED BY:

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DANIELLE GRANT

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JOB NO.: 6349727

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DECEMBER 13, 2023

8:35 A.M.

Continued Confidential Videotaped

Deposition of SHANE MOLIDOR, held at the offices
of the COMMODITIES FUTURES TRADING COMMISSION,
140 BROADWAY, NEW YORK, NEW YORK pursuant to
Notice before DANIELLE GRANT, a Shorthand
Reporter and Notary Public of the State of
New York.

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3 Division of Enforcement
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19 NATHAN SCHWARTZBERG, ESQ.

20
21 ALSO PRESENT:

22 BRENT TOMER, ESQ., CFTC

23 KATIE RASOR, ESQ., CFTC

24 DAVID OAKLAND, ESQ., CFTC

25 PHILIP GLAUBERSON, Videographer

1

2 MR. LAVERNE: Objection. Asked
3 and answered.

4 Q You can answer.

5 A I believe I've already answered
6 that.

7 Q Can you answer again?

8 A Yes.

9 Q While you worked at Gemini, did
10 Gemini permit its customers to trade on
11 leverage on the Gemini exchange?

12 MR. LAVIGNE: Objection. Form.

13 A I'm sorry.

14 Can you clarify what you mean by
15 "leverage"?

16 Q Do you have an understanding of
17 what leverage means with respect to trading
18 on bitcoin exchanges?

19 A I have a general understanding as
20 I sit here today.

21 Q What is your general understanding
22 of what it means to trade on leverage?

23 MR. LAVIGNE: Objection. Form.

24 A My understanding of leverage is
25 that it's a form of margin, wherein a

1
2 customer posts collateral and is able to
3 borrow against that collateral to many
4 multiples the extent of said collateral in
5 order to potentially place trades on a
6 leverage matching engine, often referred to
7 as a margin trading platform or a
8 derivatives-type platform.

9 Q And based on that understanding of
10 the term "leverage," while you worked at
11 Gemini, did Gemini permit its customers to
12 trade on leverage on the Gemini exchange?

13 MR. LAVIGNE: Objection. Form.

14 A No.

15 Q Do you recall yesterday, Gemini's
16 counsel asked you about there being a witch
17 hunt on self-trading at Gemini around
18 February 2017?

19 A Yes. I recall.

20 Q Who was involved in the witch
21 hunt?

22 MR. LAVERNE: Objection. Form.

23 A I have general recollections that
24 both engineers and compliance, as well as
25 senior leadership, were involved in this